

SO ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.

Dated: April 29, 2010

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Charles G. Case

CHARLES G. CASE, II
U.S. Bankruptcy Judge

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State Bar No. 014228
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10-07560

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

12 IN RE:

No. 2:09-BK-29890-RTB

13 Daniel Beeson and Amy Beeson,
14 Debtors.

Chapter 7

15 CitiGroup Global Markets Realty Corp.,

ORDER
(Related to Docket #17)

16 Movant,

17 vs.

18 Daniel Beeson and Amy Beeson, Debtors, Lothar
19 Goernitz, Trustee.

20 Respondents.

22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
24 and no objection having been received, and good cause appearing therefore,

25 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated August 25, 2006 and recorded in the office of the
3 Maricopa County Recorder wherein CitiGroup Global Markets Realty Corp. is the current beneficiary and
4 Daniel Beeson and Amy Beeson have an interest in, further described as:

5 Lot 44, CANYON RIDGE WEST - PARCEL 6, according to Book 508 of Maps, page 30, and
6 Affidavit of Correction recorded in Document No. 2000-655686, records of Maricopa County,
Arizona.

7 EXCEPT all oil, gas and other hydrocarbon substances, helium or other substances of a
8 gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description and except
all materials which may be essential to production of fissionable material as reserved in Arizona
9 Revised Statutes

10 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.
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15 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
16 to which the Debtor may convert.
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